

# Memorandum



**Date:** April 5, 2005

Agenda Item No. 10(C)(1)(A)

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager

**Subject:** Modification to Lease Agreement with Carrfour Supportive Housing, Inc.

## RECOMMENDATION

As amended by the COSHAC Committee on January 12, 2005, it is recommended that the Board authorize the County Manager to modify the lease agreement previously approved with Carrfour Supportive Housing, Inc., through its single asset affiliate, to allow for the completion of rehabilitation to a building formerly known as the "Esperanza Center", located at 1398 S.W. 1<sup>st</sup> Street, Miami; and authorize the County Manager to negotiate and execute all contracts, amendments and extensions necessary, subject to approval by the County Attorney's Office.

## BACKGROUND

In 1994, the County provided HOME Disaster relief funds and private sector funds to Christian Community Services Agency (CCSA), through the Miami-Dade County Homeless Trust (the Homeless Trust) for acquisition and rehabilitation of the building formerly known as the "Esperanza Center", located at 1398 S.W. 1<sup>st</sup> Street, Miami, Florida. CCSA owned and operated the building as a transitional housing facility for homeless families up until October 1997, when the agency ceased operations; the proposed building rehabilitation was not completed by CCSA. At that time, the County, through the Miami-Dade County Homeless Trust entered into an emergency agreement with Lutheran Services of Florida, through a court-appointed receiver for CCSA, to ensure the continued provision of services to the 55 homeless persons (intact families) residing at the facility, until such time as a new owner/operator could be selected.

In 1998, the County regained ownership of the building through a foreclosure action. The foreclosure action did not impact the provision of services to clients at the facility. Lutheran Services continued to provide services to residents of the facility until June 2000, when they were relocated temporarily to another site pending building rehabilitation. To assist with the rehabilitation, the Homeless Trust identified several sources of funding, including a \$229,356.00 grant from FEMA for damages to the facility resulting from Hurricane Irene, as well as the HOME funds previously allocated to the project.

On October 18, 2000, the Homeless Trust issued a Request for Applications (RFA) to select an owner/operator of the building formerly known as the Esperanza Center, located at 1398 S.W. 1<sup>st</sup> Street, Miami. On January 10, 2001 Carrfour Corporation was competitively selected as the new owner/operator of the building. The provider was required to fill any funding gap that may exist to complete the rehab work. Additionally, as stipulated in the RFA, because the County was the original

applicant and recipient of FEMA funds for the purposes of rehabilitating the facility, the County has to retain ownership of the property until such time as the portion of the rehabilitation funded by FEMA is complete and the project is closed out with FEMA. As such, the County entered into a lease agreement Carrfour Supportive Housing, Inc., through its single asset affiliate for or until such time as the rehabilitation was completed. Upon the completion of the rehabilitation, the County was to convey ownership of the property to Carrfour Corporation, through its single asset affiliate. The building was to be rehabilitated to house up to 46 homeless persons, and was to continue to provide transitional housing for homeless families.

Based on the above on March 20, 2001, the Board of County Commissioners authorized the execution of a lease with Carrfour Supportive Housing which is still in effect, as amended. On September 25, 2001, the Board of County Commissioners approved a modification of the aforementioned lease to allow Carrfour to secure long term operational financing for this project, which it did, through the Homeless Trust.

Beginning in 2001, Carrfour performed pre-development and rehabilitation on this site which continued through February, 2003, when a building permit application was submitted to the City of Miami. Several issues, including the existing nonconforming use previously acknowledged by the City to allow transitional dormitory style housing to be operated on the site, were discussed with the City's Zoning Department, Carrfour, the Homeless Trust, and the County Attorney's Office. Despite this, the City of Miami's Zoning Department took no action to approve or deny this permit. The Homeless Trust submitted a letter to the City's Zoning Administrators requesting the permit be approved. Meetings were also held with the City Manager, Mayor Diaz, and Homeless Trust leadership to resolve this. The County Manager and City Manager also attempted to resolve this issue and obtain a permit for this project.

In the course of discussion related to this project, Commissioner Barreiro raised the concept of co-locating the Miami-Dade County Hispanic Branch Library on this site. The current location of this Library, (27<sup>th</sup> Avenue and Flagler Street), is in a poor location related to pedestrian traffic, and the property is leased. Co-locating the Hispanic Branch of the Miami-Dade County Library System with housing for formerly homeless individuals, and affordable housing targeting the elderly is a wonderful example of a mixed use project and would be a proud reflection of the entire Community.

In order to better meet the needs of the Homeless Trust, build additional units, and secure State Funding (Tax Credits), we recommend that the completion of this project should convert to new construction, rather than the rehabilitation, as originally specified in the lease agreement. By converting to new construction as individual units, the zoning of these apartments would not be subject to additional, currently imposed restrictions placed upon it by the City of Miami. The new building design would result in 48, rather than the original 14 units and would contain 25 units of permanent supportive housing, 14 transitional units (original intent), and 9 units of affordable housing. The new building design would be apartment-style, and not dormitory-style.

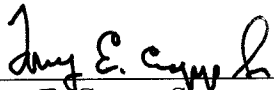
The new proposed design would be structured as follows:

1. A ground floor Miami-Dade Public Library of approximately 12,000 square feet.

2. A four story parking structure that will accommodate 146 vehicles (50 spaces for the library and 96 spaces for the residents).
3. One floor with office space, classrooms, etc., program space for Carrfour social service staff, a kitchen, and multipurpose community rooms.
4. Three floors with a minimum of 48 residential units, 39 units for formerly homeless families, and at least 9 units for regular low-income families.

Significant Financial Resources are linked to this project as outlined on the attached spreadsheet: of \$4,603,561 in total funding \$2,474,696 has been awarded by U.S. HUD for operational support, (which is tied to this site), which will provide needed services for the families who will reside there, once the construction is completed. Additionally, Carrfour has over \$200,000 in development-related expenses paid from their own resources in this project. Finally, the potential to fund the capital costs via State Tax Credits leverages significant resources (\$9 million) into our community.

As lease agreements must be approved by the Board of County Commissioners pursuant to Fla. Stat. Chapter 125, we urge the Commission's approval of the modification of the lease agreement, providing a lease term of sixty-five (65) years at rent of \$1 per year and other terms contained therein (Exhibit 1), as approved by the County Attorney's Office to authorize new construction as outlined herein instead of rehabilitation of the existing structure as provided in the existing lease agreement.



---

Tony E. Crapp, Sr.  
Assistant County Manager

**Villa Aurora's Funding Sources and Uses:**

<u>Funding Source</u>	<u>Amount Awarded</u>	<u>Expended</u>	<u>Balance</u>	<u>Use</u>
HOME (FY 1995 - Disaster Relief Funds) (a total of \$525K awarded for purchase & rehab)	\$270,000	\$270,000	0	Purchase
Community Partnership for Homeless (FY 1995 - Private)	255,000	255,000	0	Purchase
HOME (funds originally awarded to CCSA in FY 1995 and FY 2000 and reallocated to Carrfour in 2001 (\$229, 489 (balance remaining of the original \$525,000) and an additional \$170,000)	399,489	0	399,489	Rehab
HOME (FY 2002)	500,000	0	500,000	Rehab
CDBG (FY 2002)	75,000	0	75,000	Service Delivery
FEMA	229,356.70	71,000	158,356.70	Rehab
2001 SHP (FL14B100002)	200,000	0	200,000	Rehab
	156,950	0	156,950	Supportive Services
	119,250	0	119,250	Operation
	23,810	0	23,810	Admin.
			<b>500,010</b>	
(FL14B100005)	200,000	0	200,000	Rehab
	156,950	0	156,950	Supportive Services
	119,250	0	119,250	Operation
	23,810	0	23,810	Admin.
			<b>500,010</b>	
(FL14B1000014)	371,425	0	371,425	Supportive Services
	18,571	0	18,571	Admin.
			<b>389,996</b>	
(FL14C1000021)	1,484,700	0	1,484,700	25 SRA, S+C Units
<b>TOTALS:</b>	<b>\$4,603,561.70</b>	<b>( \$596,000)</b>	<b>\$4,007,561.70</b>	




# MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

DATE: April 5, 2005

FROM:   
Robert A. Ginsburg  
County Attorney

SUBJECT: Agenda Item No. 10(C)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 10(C)(1)(A)  
04-05-05

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY MANAGER  
TO MODIFY THE LEASE AGREEMENT PREVIOUSLY  
APPROVED WITH CARRFOUR SUPPORTIVE HOUSING;  
AND AUTHORIZING THE COUNTY MANAGER TO  
EXECUTE ALL CONTRACTS, AGREEMENTS,  
AMENDMENTS, AND EXTENSIONS NECESSARY, AND  
TO EXERCISE THE CANCELLATION PROVISIONS  
CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, on September 25, 2001, the Board of County Commissioners approved a modification to the Lease with Carrfour Supportive Housing for property at 1398 S.W. 1<sup>st</sup> Street; and

WHEREAS, it is necessary to modify the Lease to convert from rehabilitation to new construction; and

WHEREAS, the new project design would be the new permanent site of the Hispanic Branch of the Miami-Dade County Library System; and

WHEREAS, the modifications to the Lease Agreement will result in the production of forty-eight (48), apartment units, rather than the original 14 (fourteen) dormitory-style units allowing additional families to be housed,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the

County Manager to modify the Lease Agreement in substantially the form attached hereto with Carrfour Supportive Housing, through its single asset affiliate; and authorizes the County Manager to execute all contracts, agreements, amendments and extensions as may be required following approval by the County Attorney's Office, and subject to proper execution by all parties, and to exercise the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of April, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Cynthia Johnson-Stacks

## **SECOND AMENDED LEASE AGREEMENT**

**THIS AGREEMENT** made on the \_\_\_\_ day of \_\_\_\_\_, 2005, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "**LESSOR**" and Villa Aurora, Inc., a single asset affiliate of Carrfour Supportive Housing, Inc., a Florida Not-For-Profit Organization, hereinafter called the "**LESSEE**".

### **ARTICLE I** **RECITALS**

The above recitals are true and do hereby constitute a part of this Lease Agreement:

### **ARTICLE II** **PREMISES TO BE LEASED**

The LESSOR, for and in consideration of the restrictions and covenants herein contained, hereby leases to the LESSEE, and the LESSEE hereby agrees to lease from the LESSOR the property at 1398 SW 1 St. which is legally described in Exhibit A which is attached hereto and incorporated herein by reference the ("DEMISED PREMISES").

### **ARTICLE III** **TERM OF LEASE AGREEMENT**

The term of this Lease Agreement shall be for sixty-five (65) years commencing on the Commencement Date. The Commencement Date is the earlier of (a) the date on which the Florida Housing Finance Corporation ("FHFC") completes and approves the Low Income Housing Tax Credit ("LIHTC") underwriting for the Project and requires evidence of site control prior to the preliminary allocation of LIHTCs, or (b) the date the Project receives form FHFC a preliminary allocation of LIHTCs. In either event, Lessee will give the Lessor notice of the occurrence of the Commencement Date within three (3) business days of such occurrence. The term of this Second Amended Lease Agreement may only be extended, as allowed by the terms of this Lease Agreement.

### **ARTICLE IV** **CONDITION AND USE OF DEMISED PREMISES**

As of the date of this Lease Agreement, the DEMISED PREMISES consist of real property and structures thereon. LESSEE has inspected the subject property and accepts the property in "AS IS" condition as of the date of this Lease Agreement. LESSEE agrees to use the DEMISED PREMISES for the express purpose of:

Demolishing the existing structure on the premises and constructing a building, which when completed, will contain 48 apartment units and other units designed, structured, and used as follows:



1. A ground floor for the Hispanic Branch of the Miami-Dade Public Library system of approximately 12,000 square feet ("Library Program").
2. A parking structure that will accommodate 146 vehicles. Fifty (50) spaces will be used by patrons of the library ("Library Parking"). Ninety (96) spaces shall be used for the residents and Carrfour administrative staff ("Carrfour Parking").
3. Office space, program space for Carrfour social service staff, a kitchen for Carrfour social service staff, and multipurpose community rooms to be used for the benefit of the residents.
4. Forty-eight (48) residential units consisting of 25 units of permanent supportive housing for the provision of housing to formerly homeless families and 14 transitional housing units for the provision of housing for homeless or formerly homeless families in accordance with the requirements of Miami-Dade County, acting through the Miami-Dade County Homeless Trust. Nine (9) remaining units shall be affordable housing units. All units will be leased or provided to persons qualifying under Sec. 42 of the Internal Revenue Code.

No changes in the use are permitted without the express prior written approval of the LESSOR.

This aforementioned housing will be constructed on the DEMISED PREMISES in accordance with the general timeline as set forth in Exhibit B, which is attached hereto and incorporated herein by reference.

LESSEE, in its use of the DEMISES PREMISES, shall comply with all applicable laws and regulations regarding waste and hazardous materials. In that regard, LESSEE shall not do or suffer to be done in, on or upon the Demised Premises or as may affect the DEMISES PREMISES, any act which may result in damage or depreciation of value to the DEMISED PREMISES or any part thereof due to the release of waste or hazardous materials on the DEMISED PREMISES. LESSEE's obligations pursuant to this paragraph shall survive the early termination or expiration of this Agreement.

Upon the date of issuance of the Certificate of Occupancy following the completion of improvements constructed pursuant to this Article, the definition of Demised Premises shall be modified automatically to include only those portions of the facility constructed for the purposes of providing housing and related services, Carrfour Parking, and space for Carrfour social service staff, a kitchen for Carrfour social service staff, and the multipurpose community rooms to be used for the benefit of the residents. The modified definition of Demised Premises shall specifically exclude the portion of the facility relating to the Library Program and related administrative space and parking (collectively the "Library Facilities".)

## **ARTICLE V**

### **RENT**

The annual base rent shall be One Dollar (\$1.00) per year. Lessee will pay Lessor the base rent for the entire term on the Commencement Date. The Base Rent will be paid at the address specified for Lessor or such other address as Lessor may direct from time to time by written notice.

## **ARTICLE VI**

### **UTILITIES, INFRASTRUCTURE, TAXES AND ASSESSMENTS**

All utilities shall be placed in the name of the LESSEE, and the cost of all utilities, including the cost of any infrastructure installed in connection with any utilities, shall be paid by the LESSEE.

The LESSEE shall have the obligation to pay all taxes and assessments levied upon or relative to the subject property following substantial completion of the construction done pursuant to this agreement, unless LESSEE is granted an exemption thereto by appropriate government bodies. LESSEE's obligation to make any payments pursuant to this paragraph shall survive the expiration or early termination of this Agreement. Notwithstanding any provision to the contrary herein, the LESSEE shall have no obligation to pay any taxes and assessments levied upon or relative to the Library Facilities, subsequent to the date of issuance of the Certificate of Occupancy.

Notwithstanding anything set forth in Article VI to the contrary, the only taxes and assessments levied against, upon or relative to the Demises Premises shall be those taxes and assessments arising, accruing or assessed subsequent to the effective date of the Lease.

## **ARTICLE VII**

### **MAINTENANCE**

The LESSEE agrees to provide, at its sole cost and expense, all maintenance, both exterior and interior, required to keep the premises in a state of good repair, and in a safe and clean condition at all times, including but not limited to the following:

- A. All construction or rehabilitation site(s)
- B. Janitorial and custodial services
- C. Maintenance of all operating equipment
- D. All interior maintenance and repairs
- E. Maintenance of all plumbing and electrical lines and equipment
- F. Maintenance of all central air-conditioning and heating system equipment
- G. Installation of all utilities, including sewer system
- H. All exterior maintenance and repairs, including roof repairs
- I. Landscaping and lawn maintenance
- J. The removal of litter, trash and refuse
- K. Maintenance of parking area
- L. Maintenance of structure free of termites or any termite activity

If the LESSEE fails to maintain the premises and effect repairs, the LESSOR shall notify the LESSEE of the deficiency. If the LESSOR causes the repair, the LESSEE is responsible for payment for such repairs within thirty days of presentation of an invoice. Failure to affect repairs or promptly reimburse shall constitute a violation of the Lease and shall entitle the LESSOR to cancel the Lease pursuant to Article XXI of this Lease Agreement.

Following the issuance of the certificate of occupancy, the maintenance services provided by the LESSEE pursuant to this lease shall include all necessary or advisable maintenance for the part of the exterior of the structure and common areas utilized for the Library Program and Library Parking, subject to a separate agreement between the parties.

### **ARTICLE VIII** **CONSTRUCTION**

It is hereby agreed that the land shall be left in its natural state insofar as possible and that said lands shall be utilized only for the purposes as are outlined above. However, the LESSEE, at its own expense, shall make such improvements upon said land as shall be reasonably necessary to place the demised property and premises in such state or condition that they may be used for the purposes for which this Lease is made and entered into. Such improvements are to be at the sole cost and expense of the LESSEE. All plans and contracts for demolition, the erection of any buildings or other improvements related to the Library Program and Library Parking, or landscaping, shall be first submitted to the Director of the Miami-Dade County Library System for report, recommendation, and approval, prior to submission to the appropriate governmental authority or authorities for review and approval. The proposed renovation will be constructed in accordance with the schedule in Exhibit B, as may be amended from time to time, upon written consent of the County Manager and the LESSEE. The County retains the right to approve and inspect the construction of all phases of renovation. All phases of construction required pursuant to this agreement shall be completed by September, 2007, unless a later date is approved in writing by the County Manager or his designee.

**ARTICLE IX**  
**CONSTRUCTION RELATED LIENS**

All persons, firms or corporations dealing with the LESSEE, if any, in respect to the furnishing of any labor, services or materials for any improvements, are hereby placed on notice that no liens of any nature or character shall be imposed upon or enforced against said land or improvements, but that credit and liability of the LESSEE only shall be relief upon for payment of the cost of such improvements. The LESSEE shall include language to the effect of the foregoing sentence in all its agreements, if any.

The LESSEE agrees that it will not permit any mechanic, materialmen's or other liens to stand against the DEMISED PREMISES for work or materials furnished to the LESSEE for the DEMISED PREMISES, it being provided, however, that the LESSEE shall have the right to contest the validity thereof. The LESSEE shall immediately pay any and all judgment decrees rendered against the LESSEE, following the conclusion of such legal processes, with all proper costs and charges, and shall cause any such liens to be released of record without cost to the LESSOR.

This Section shall not apply to Leasehold Mortgages authorized by this Lease Agreement.

**ARTICLE X**  
**TITLE TO IMPROVEMENTS BY LESSEE**

Prior to the expiration, termination, or cancellation of this Lease Agreement, title to all improvements to the DEMISED PREMISES and all assets and personal property incorporated into such improvements shall be vested in the LESSEE. However, the LESSEE agrees that it will not resell, lease, mortgage, or encumber or otherwise dispose of any part of the Improvements except as the LESSOR or its successor in function may authorize in writing. Such authorization may be withheld with or without cause in the sole discretion of the LESSOR. Upon expiration, termination, or cancellation of this Lease Agreement, title to all improvements to the DEMISED PREMISES and all assets and personal property incorporated into such improvements, other than personalty which is not permanently affixed to the DEMISED PREMISES, shall thereafter be vested in the LESSOR without payment or any amount by the LESSOR to the LESSEE.

The LESSOR shall have no liability or obligation to the LESSEE's contractors, subcontractors, and materialmen performing work on or supplying materials for construction of any improvements. The LESSEE warrants that no mortgage, liens, or other encumbrances whatsoever will be placed against the DEMISED PREMISES and any improvements thereon by LESSEE.

This Section shall not apply to Leasehold Mortgages authorized by this Lease Agreement.

**ARTICLE XI**  
**DESTRUCTION OF PREMISES**

In the event that any improvements to the Demised Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that such improvements are rendered unfit for the LESSEE's purposes, LESSEE shall restore the improvements to the Demised Premises to good condition as soon as practical thereafter as determined in the sole reasonable discretion of the LESSOR from proceeds or insurance coverage or at its own cost and expense. If the insurance proceeds are insufficient to restore the premises as required by this paragraph, then Lessee shall promptly and with all due diligence apply for and collect all applicable insurance proceeds recoverable with respect to such casualty for the benefit of the Lessor, and this Lease shall be terminated upon the date of receipt of the insurance proceeds by the Lessor. If this Lease is terminated, pursuant to this paragraph the Lessee shall surrender possession of the Premises to Lessor upon termination and assign to Lessor all of its right, title and interest in and to the proceeds from Lessee's insurance upon the Premises.

#### **ARTICLE XII** **ASSIGNMENT**

The LESSEE shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Lease or the terms hereof without the written approval of the LESSOR. Lessor and Lessee agree that Lessee will request approval to assign this lease to a limited partnership of which the Lessee or a not-for profit affiliate of Lessee is the general partner. Lessor shall promptly consider such request and shall not unreasonably withhold such approval.

#### **ARTICLE XIII** **SIGNS**

Signs will be of the design and form of letter mutually agreed to by the Library Program director (for library program signage), the Executive Director of the Miami-Dade County Homeless Trust (for housing signage), and the Lessee. The cost of design and painting, except for Library Program signage which will be subject to a separate agreement, is to be paid by the LESSEE. All signs shall be removed by the LESSEE at the termination of this Lease and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by the LESSEE. The LESSOR can disallow only signs which have not been previously approved.

#### **ARTICLE XIV** **NO LIABILITY**

All personal property placed or moved in the demised premises above described shall be at the risk of the LESSEE or the owner thereof. The LESSOR shall not be liable to the LESSEE for any damage to said personal property unless caused by or due to negligence of the LESSOR, the LESSOR's agents, or employees, subject to all limitations of Florida Statutes, Section 768.28.

#### **ARTICLE XV** **LESSOR'S RIGHT OF ENTRY**

The LESSOR or any of its agents, shall have the right to enter onto the DEMISED PREMISES during all reasonable working hours, to examine the same or to make such additions, inspections,

or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of the DEMISES PREMISES and to determine if the DEMISES PREMISES are being maintained in good condition, provided to do so shall not unreasonably interfere with LESSEE's activities. Such periodic inspections may also be made to determine whether the LESSEE is operating the DEMISES PREMISES in compliance with the terms and provisions of this Lease Agreement.

**ARTICLE XVI**  
**OPTION TO RENEW**

Provided this lease is not otherwise in default, the County Manager or his designee, upon approval of the Miami-Dade County Homeless Trust, is hereby granted the option to extend this lease for up to two additional ten (10) year periods on the same terms and conditions as set forth in this Lease, or such lesser period of time as agreed to by the parties, by giving the PERMITTEE notice in writing at least ninety (90) days prior to the expiration of this lease or any extension thereof.

**ARTICLE XVII**  
**LIABILITY FOR DAMAGE OR INJURY**

The County shall not be liable for any damage or injury which may be sustained by any party or person on the DEMISED PREMISES other than the damage or injury caused solely by the negligence of the County, its employees, or agents, subject to all limitations of Florida Statutes, Section 768.28.

**ARTICLE XVIII**  
**PEACEFUL POSSESSION**

Subject to the terms, conditions and covenants of this Lease, the LESSOR agrees that the LESSEE shall and may peaceably have, hold and enjoy the premises above described, without hindrance or interruption by the LESSOR.

**ARTICLE XIX**  
**INDEMNIFICATION AND HOLD HARMLESS**

The LESSEE shall protect, defend, using attorneys reasonably acceptable to the LESSOR and hold the LESSOR and its officers, agents, and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees, in connection with administrative hearings and litigation through all levels of trial and appellate proceedings), of any nature whatsoever arising out of or incident to this Agreement and the use or occupancy of the DEMISED PREMISES or the acts or omissions of officers, agents, employees, contractors, subcontractors, licensees, or invitees of the LESSEE regardless of where the injury, death or damage may occur, unless such injury, death, or damage is caused by the negligence of the LESSOR. The LESSOR shall give to the LESSEE reasonable notice of

any such claims or actions. The provisions of this Article shall survive the expiration or early termination of this Agreement.

## **ARTICLE XX** **SUCCESSORS INTEREST**

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

## **ARTICLE XXI** **DEFAULT, REMEDIES, AND TERMINATION**

If the Lessee fails to pay when due amounts payable under this Lease or to perform any of its other obligations under this Lease within the time required for its performance, then Lessor, after five (5) days' prior written notice to Lessee and without waiving any of its rights under this Lease, may pay such amount or perform such obligation. All amounts so paid by Lessor and all reasonable costs and expenses incurred by Lessor in connection with the performance of any such obligations will be payable by Lessee to Lessor within thirty (30) days of demand.

At the option of the Lessor, the occurrence of any of the following events shall constitute an Event of Default by Lessee:

- A. Failure of the LESSEE to operate the Demised Premises in accordance with its approved uses, non-performance of any covenant of this Lease Agreement by the LESSEE or any of its subcontractors, agents, or licensees, and such breach continues for a period of thirty (30) days after notice by Lessor to Lessee; provided. However, if the Lessor determines that the nature of the breach is such that it cannot be cured by Lessee within the period of thirty (30) days, the Lessor shall not declare the Lessee to be in default of the Lease, as long as Lessee has commenced the curing of such default within such period of thirty (30) days and prosecutes in good faith the curing of same continuously thereafter until the same is, in fact, cured.
- B. In the event the LESSEE shall abandon or vacate the DEMISED PREMISES before the end of the term of this Lease for more ten (10) days or more, or discontinue operations hereunder or under any contract or agreement related to funding provided by Miami-Dade County for any capital improvements to the Demised Premises or for operations and services related to the provision of homeless housing and services on the Demised Premises ("Funding or Services Agreement") for a period of ten (10) days or more.
- C. The failure of the LESSEE to correct destruction of the DEMISED PREMISES, if required in writing by the LESSOR, pursuant to the provisions of Article XI.

- D. Termination or non-performance of any covenant of any agreement or contract between the LESSOR and the LESSEE, including but not limited to any Funding or Services Agreement, subject to any right to cure such breach or non-performance provided in such contracts or agreements.
- E. Failure to obtain a certificate of occupancy in accordance with the schedule attached as Exhibit B.
- F. Failure to pay the annual rent when due or to reimburse the Lessor, as required by this Article for more than ten (10) days after written notice from Lessor.
- G. In the event the Lessee is unsuccessful in procuring an allocation of LIHTC from the FHFC in either the 2005 or 2006 Combined Cycles, and Lessee shall not by January 5, 2007 have provided to Lessor, and with Lessor's approval closed upon, a feasible financial plan which substantially accomplishes the construction of the Improvements at no material increase in cost to the Miami-Dade County from that originally anticipated in this Lease Agreement. In such latter instance, the Commencement Date of this Lease shall be the date of such financial closing.

If any one or more Events of Default set forth in this Article occur, then Lessor may, at Lessor's sole and exclusive remedy, at law or in equity, but subject in all respects to the rights of any holder of a Leasehold Mortgage, as set forth herein, terminate this Lease by written notice to Lessee of its intention to terminate this Lease on the date specified in such notice. An on the date of termination, Lessee's right to possession of the Premises and the Improvements will cease and the leasehold interest conveyed by this lease shall re-vest in Lessor, providing such re-vesting of the estate and the reentry by Lessor shall be subject to an limited by, and shall not defeat, render invalid or limit in any way the lien of any Leasehold Mortgage.

Notwithstanding any provision to the contrary, except as expressly permitted by this Agreement, the Lessor may terminate this agreement immediately upon the voluntary or involuntary assignment of this Lease without written approval of the LESSOR,

Notwithstanding any provision to the contrary herein, in the event the LESSEE violates this Agreement and/or any Funding or Services Agreement and such violation results in a defect in the subject property which poses a substantial risk to persons or property, the LESSOR may terminate this Agreement immediately upon the provision of written notice to the LESSEE and the Leasehold Mortgagee as deemed appropriate by the Executive Director of the Miami-Dade County Homeless Trust.

Notwithstanding any provision to the contrary herein, failure of the LESSEE to secure all necessary zoning approvals and necessary permits and approvals shall entitle the LESSOR to cancellation of this Lease in the event of failure by the LESSEE regardless of the cause of the deficiencies, to remedy these deficiencies within thirty (30) days of receipt of written notice by the LESSOR of such default, or such other time as agreed to by the parties. Notwithstanding any



provision to the contrary herein, failure of the LESSEE to secure and to maintain at all times required licensing shall entitle the LESSOR to automatic cancellation of this Lease, without the need for prior notice.

**ARTICLE XXII**  
**[INTENTIONALLY OMITTED]**

**ARTICLE XXIII**  
**NOTICES**

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

**IF TO LESSOR:**

The County Manager  
George Burgess  
c/o David Raymond  
Executive Director  
Dade County Homeless Trust  
111 N.W. First Street, Suite 2710  
Miami, Florida 33128

**IF TO LESSEE:**

Executive Director  
Maria Pellerin Barcus  
Executive Director  
Villa Aurora, Inc.  
155 S. Miami Ave., Ste. 1150  
Miami, FL 33131

shall constitute sufficient notice to the LESSEE and the LESSOR pursuant to this Lease. Any notice required to be provided by this Lease or by law shall be sufficiently provided, if provided in accordance with the terms of this paragraph.

**ARTICLE XXIV**  
**AMENDMENTS**

No amendment to the Lease shall be effected, unless agreed to in writing by the Lessor and the Lessee. Notwithstanding any provision herein to the contrary, the County Manager is expressly authorized to agree, on behalf of the Lessor, to any amendment to the Lease Agreement which reduces or increase the number of affordable (non-homeless) housing units, reduces the number of parking spaces in accordance with an variance or determination granted by the applicable governmental authority, reduces the square footage of the structure by no more than ten percent (10%), modifies the design of the structure in a manner which is consistent with the use of the premises as set forth in this Agreement, modify the schedule contained in Exhibit B, or effect any amendment which is necessary or advise able to implement the terms of this Agreement.

**ARTICLE XXV**  
**LIBRARY PROGRAM**

The LESSOR agrees to provide the LESSEE up to \$2,950,000 for capital development of the Library Program space, including design, construction, landscaping, parking, and any other development costs incurred in connection with the Library Program space subject to the parties

reaching mutually agreeable terms in a separate agreement that will be subject to approval by the Board of County Commissioners.

Additionally, all utility costs, facility maintenance and other operating expenses related to the Library program shall be prorated, segregated and paid for in a manner set forth in a separate agreement that will be subject to approval by the Board of County Commissioners.

## **ARTICLE XXVI** **INSURANCE**

Prior to commencement of work, the LESSEE shall obtain or cause their contractor to obtain all insurance required under this Section and submit same to the County for approval. All insurance shall be maintained during the construction process and during the occupancy of the DEMISED PREMISES until such time as this Agreement is terminated.

The LESSEE shall furnish to the Miami-Dade County Homeless Trust, 111 NW 1st Street, Suite 2710, Miami, FL 33128:

1. Certificate(s) of Insurance which clearly indicate the insurance coverages required in paragraphs a, b, and c.2.
2. Original Policies which clearly indicate the coverages required in paragraphs d and e.

Both certificates and policies shall indicate no modification or change in insurance will be made without thirty (30) days written advance notice to Miami-Dade County c/o the Director of the Risk Management Division.

- (a) Worker's Compensation Insurance - as required by Chapter 440, Florida Statutes.
- (b) Public Liability Insurance - on a Comprehensive basis, in an amount not less than \$500,000 per occurrence for bodily injury and property damage combined. Coverage shall include Products and Completed Operation, Board Form Property Damage and Contractual Liability. This coverage shall include those classifications as listed in Standard Liability Insurance Manuals, which are applicable to the operation of the LESSEE in the performance of the contract.
- (c) Automobile Liability Insurance - covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 per occurrence for bodily injury and property damage combined.
- (d) Owner's Protective Liability Insurance - issued in the name of Miami-Dade County as sole insured, in amounts as indicated in b) above. This policy must be endorsed to indicate that any premium, whether deposit or final, shall be the sole obligation of the LESSEE or their contractor.

- (e) Completed Value Builder's Risk Insurance - on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the structure(s). The policy shall be in the name of Miami-Dade County and the LESSEE, and the Contractor as their interests may appear.
- (f) Property coverage on an "All Risk" basis in an amount not less than one hundred (100%) percent of the replacement cost of the property. Miami-Dade County must be shown as a Loss Payee with respect to this coverage A.T.I.M.A.

All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, and the Company must be rated no less than "B" as to management, and no less than Class "V" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey. All insurance required by the contract must stay in force until final acceptance except, "Completed Value Builder's Risk" which may be dropped after substantial completion.

The LESSEE shall furnish certificates of insurance and insurance policies to the County prior to commencing any operations under this permit, which certificates shall clearly indicate that the LESSEE has obtained insurance, in the type, amount, and classifications, as required for strict compliance with this Section.

Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the LESSEE from his liability under any other portion of this permit.

Cancellation of any insurance or bonds, or non-payment by the LESSEE of any premium for any insurance policies or bonds required by this permit shall constitute a breach of this permit. In addition to any other legal remedies, the County at its sole option may terminate this permit.

## **ARTICLE XXVII**

### **PERMITS, REGULATIONS, AND LICENSING**

### **COMPLIANCE WITH LAWS**

The LESSEE covenants and agrees that during the term of this LEASE the LESSEE will obtain, at its sole cost and expense, all necessary permits and approvals from applicable governmental authorities necessary for the instruction, use and operation of the DEMISED PREMISES and that all uses of the demised premises will be in conformance with all applicable laws, ordinances, and resolutions, including all applicable zoning regulations. The DEMISED PREMISES are subject to various permits and approvals by the appropriate governing bodies. The LESSEE shall have in place continuously and throughout the term of this lease, all required licensing by the State of Florida departments or agencies of the United States for the specific use as set forth in this Agreement. Failure of the LESSEE to secure all necessary zoning approvals and necessary permits and approvals shall entitle the LESSOR to cancellation of this Lease in the event of failure by the LESSEE to remedy these deficiencies within thirty (30) days of receipt of written notice by the LESSOR of such default, or such other time as agreed to by the parties. Failure of the LESSEE to secure and to maintain at all times required licensing shall entitle the LESSOR to automatic cancellation of this Lease, without the need for prior notice.

**ARTICLE XXVIII**  
**FEDERAL, STATE AND COUNTY LAWS,**  
**REGULATIONS AND REQUIREMENTS**

The LESSEE shall comply with applicable provisions of applicable Federal, State and County laws, regulations and rules, including but not limited to OMB A-122, OMB A-110, OMB A-21, and OMB A-133; the Energy Policy and Conservations Act (Pub. L. 94-163) which imposes mandatory standards and policies relating to energy efficiency; and all pertinent rules, requirements and regulations to which the County is subject by virtue of its ownership of the DEMISES PREMISES as of the date of this Lease Agreement. If any provision of this contract conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligation under this contract, as modified, shall continue and all other provisions of this contract shall remain in full force and effect.

The LESSEE shall comply with all applicable standards, orders, or regulations issues pursuant to Section 306 of the Clean Air Act of 1970 (42 U.S.C. 1857 h), as amended; the Federal Water Pollution Control Act (33 U.S.C. 1251), as amended; Section 508 of the Clean Water Act (33 U.S.C. 1368); Environmental Protection Agency regulations (40 CFR Part 15); and Executive Order 11738.

**Permits and Zoning Issues** - The LESSEE shall be responsible for guaranteeing that all uses of the Property, including but not limited to any improvements made to said Property, must be in compliance with all written State and local rules, regulations, and zoning requirements.

Any permits or zoning changes which may be required shall be the responsibility of the LESSEE.

**ARTICLE XXIX**  
**INSPECTION BY THE LESSOR**

The LESSOR may make periodic inspections of all the leased premises and equipment to determine if such are being maintained in a neat and orderly condition. The LESSEE shall be required to make any improvements in cleaning or maintenance methods required by the LESSOR. Such periodic inspections may also be made to determine whether the LESSEE is operating in compliance with the terms and provisions of this Lease.

**ARTICLE XXX**  
**LEASEHOLD FINANCING**

Lessee shall have the right to grant such mortgages of its interest in this Lease Agreement as may be contemplated by the LIHTC application, in form and content acceptable to the Lessor, acting through the County Manager ("Leasehold Mortgage) to lenders and, in connection therewith, to collaterally assign this Lease to such lenders; provided, however, that in no event shall Lessor every be required to execute any such mortgage, or any note secured thereby or any other

obligation securing any such note, or to subordinate Lessor's fee interest in the Premises or any portion thereof to the lien of any such mortgage. Lessee shall deliver to Lessor a written notification containing the name of the mortgagee ("Leasehold Mortgagee") and the address(es) to which notices to the Leasehold Mortgagee are to be sent, within five (5) business days after Lessee's grant of a leasehold mortgage.

No cancellation, surrender or modification of this Lease by agreement between Lessor and Lessee shall be effective as to any Leasehold Mortgagee, unless consented to in writing by such Leasehold Mortgagee. Notice of any such consent by Leasehold Mortgagee shall be delivered to the Lessor pursuant to the provisions of Article XXIII.

Lessor, upon providing Lessee with any notice of (i) default under this Lease, or (ii) termination of this Lease, shall at the same time provide a copy of such notice to every Leasehold Mortgagee of whom it has knowledge pursuant to notice from Lessee provided in accordance with this Article. No such notice by Lessor to Lessee shall be deemed to have been duly given unless and until a copy thereof has been so provided to every Leasehold Mortgagee in the manner specified in Article XXIII. From and after the date such notice has been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or causing the same to be remedied, as is given Lessee after giving of such notice to Lessee. Lessor shall accept such payment or performance by at the instigation of such Leasehold Mortgagee, as if the same had been done by Lessee. Lessee authorizes any and each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Premises by the Leasehold Mortgagee for such purpose.

### **REPORTS AND DOCUMENTS**

The LESSEE shall provide the following reports and documents to the LESSOR:

**Certificate of Insurance** - To be received by the County as specified in Article XXIV of this Contract.

**Client Rules and Regulations** - The LESSEE shall submit a copy of the Client Rules and Regulations that apply to clients residing at the LESSEE's facilities pursuant to this Agreement, due within thirty (30) days following execution of this Agreement.

**Construction/Renovation Schedule (Capital Projects)** - The LESSEE shall provide a schedule detailing the anticipated time-line for the completion of the capital project(s) within ten (10) days of execution of this Lease Agreement and shall update such schedule on a quarterly basis until all expected construction is completed. If there is any renovation in the future, a similar schedule must be provided within the same time frame.

**ARTICLE XXXI**  
**BONDS**

Bonds: The LESSEE, at its own cost and expense, shall obtain and deliver or cause to be obtained and delivered by its general contractor to the County, not less than ten (10) days prior to the anticipated Commencement of construction, a performance and payment bond in favor of the County, the LESSEE, the General Contractor and the subcontractors as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. The bond shall be for the full amount of contemplated construction work and shall remain in effect until the completion of any payment for the construction work and shall remain in effect until the completion of any payment for the improvements, free and clear of all claims of mechanics, laborers and materialmen. The bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

- (a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
\$500,001 to 1,500,000	B-V
1,500,001 to 2,500,000	A-VI
2,500,001 to 5,000,00	A-VII
5,000,000 to 10,000,000	A-VIII
Over 10,000,000	A-IX

- (b) On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statute (2003) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
2. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code.
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- (c) For contracts in excess of 500,000 the provision of Section B will be adhered to plus the company must have listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on Treasury List.
- (d) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.
- (e) The attorney-in-fact or the officer who signs a contract bond for a surety company must file with such bond a certificate copy of his power of attorney authorizing him to do so. the contract bond must be counter signed by the surety's resident Florida agent.

Florida Statutes 255.05 provide for the following conditions to be made in all Contract Bonds relating to public projects. The same conditions shall be just as applicable for Cash used in lieu of the bond. "A claimant, except a laborer, who is not privy with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection. A claimant who is not in privy with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal or the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment. No action for the labor, materials, or supplies may be instituted against the Principal unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

The Contract Bond or Cash used in lieu of the bond shall remain in force for one (1) years from the date of final acceptance of the work to protect the County against losses resulting from latent defects in materials or improper performance of work under the contract. If the County exercises its portion to extent the Contract period by one year, provided the LESSEE maintains the same prices as in the first contract period, the Contract Bond or Cash used in lieu of the bond shall remain in force for one (1) years from the completion date of the extended contract period, to protect the County against losses resulting from latent defects in materials or improper performance of work under the Contract. The Cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County. The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425 of the Florida Statutes.

In the event the Surety on the bond(s) given by the LESSEE becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required bonds by Surety, the County shall withhold all payments until the LESSEE shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

**ARTICLE XXXII**  
**NON-DISCRIMINATION**

**Affirmative Action Plan** - The LESSEE shall report to the County information relative to the equality of employment opportunities whenever so requested by the County.

**Assurance of Compliance with Section 504 of the Rehabilitation Act** - The LESSEE shall report its compliance with Section 504 of the **Rehabilitation Act** whenever requested by the County.

**Civil Rights** - The LESSEE agrees to abide by Chapter 11A, Article IV, Sections 2 and 28 of the Code of Miami-Dade County, as amended, applicable to non-discrimination in employment and abide by Executive Order 11246 which requires equal employment opportunity.

Where applicable the LESSEE agrees to abide and be governed by Titles VI and VII, Civil Rights Act of 1964 (42 USC 2000 D&E) and Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which provides in part that there will be no discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this Agreement, in regard to persons served, or in regard to employees or applicants for employment or housing; it is expressly understood that upon receipt of evidence of such discrimination, the County shall have the right to terminate said Agreement.

The LESSEE also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, which provides, in part, that there shall be no discrimination against persons in any area of employment because of age. The LESSEE agrees to abide and be governed by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of handicap. The LESSEE agrees to abide and be governed by the requirements of the Americans with Disabilities Act (ADA).

**ARTICLE XXXIII**  
**WRITTEN AGREEMENT**

This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto.



IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

Villa Aurora, Inc.  
A FLORIDA NOT-FOR-PROFIT  
ORGANIZATION

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
\_\_\_\_\_, President  
LESSEE

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
George Burgess  
County Manager  
LESSOR

Approved as to form and legal sufficiency: \_\_\_\_\_

**EXHIBIT A**

Lot 7,8, 9 and 10, in Block 79, less the  
North 10 feet thereof, of LAWRENCE ESTATE  
LAND COMPANY SUBDIVISION, according to  
the Plat thereof, as recorded in Plat Book 2  
at Page 46, of the Public Records of Dade County,  
Florida, a/k/a ESPERANZA CENTER located at:  
1398 S.W. 1 Street, Miami, Florida

## Villa Aurora Center – PROJECT TIMELINE

### Exhibit B

February 15, 2005 - Apply to FHFC for Tax Credit Financing  
March 18, 2005 - Preliminary Scoring  
April 26, 2005 - Cure Period Closes  
May 25, 2005 - Final Scores  
August, 2005 - Board Approval  
September, 2005 to April 2006 - Underwriting Process (and permitting)  
May 2006 - Project Approval by Carrfour  
June 2006 - Commence of Construction (14 months construction)  
September 2007 - Certificate of Occupancy  
October - December 2007 - Residents move in